



Christopher J. Letkewicz  
71 South Wacker Drive, Suite 1600  
Chicago, Illinois 60606-4637  
Direct Dial: 312.624.6333  
Fax: 312.767.9192  
cletkewicz@beneschlaw.com

February 28, 2022

**VIA ECF**

The Honorable Sarah Netburn  
United States Courthouse  
40 Foley Square  
New York, New York 10007

Re: *Cisco Systems, Inc. v. Synamedia Holdings Ltd. f/k/a Triton UK Bidco Limited*,  
No. 20-cv-10879-LTS-SN

Dear Magistrate Judge Netburn:

Plaintiff Cisco Systems, Inc. ("Cisco") and Defendant Synamedia Holdings Ltd. f/k/a Triton UK Bidco Limited ("Synamedia") (collectively, the "Parties") pursuant to the Court's January 31, 2022 Order (ECF No. 72) submit this joint letter informing the Court regarding the settlement status.

As noted in the January 28, 2021 joint letter (ECF No. 71), the Parties were working through comments from the escrow agent on the escrow agreement and from the Landlord regarding the sublease. The parties provide the following update on the approval of these two agreements.

***Approval of the escrow agreement.*** The parties have accepted all the escrow agent's comments and revisions. The only remaining issue before the escrow agreement is signed by the Parties and the escrow agent is the exact amount that will be put in escrow. The Parties are in agreement on how that will be determined, but the exact amount cannot be finalized until the sublease is executed.

***Approval of the sublease.*** As noted in the last status letter, the Parties received comments on January 27, 2021, from the Landlord to the License to Underlet, which is part of the sublease and were still awaiting feedback from the Landlord regarding the scope of the repair works at the at issue property, Chandlers Ford 2. (ECF No. 71.) The Parties have worked through and reached agreement on the Landlord's comments to the License to Underlet. In addition, the Landlord indicated verbally to Cisco that the scope of the repair works and the sublease appeared acceptable, but that they wanted to give them a final review before formally approving both in writing. Despite Cisco repeatedly reaching out to the Landlord and its legal counsel, which Cisco has done so multiple times a week, the Parties still have not received formal written approval from the Landlord

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to the sublease and the scope of the repair works.<sup>1</sup> It is the Parties' hope that this formal written approval will be received in the next week or two.

Respectfully submitted,

BENESCH, FRIEDLANDER,  
COPLAN & ARONOFF LLP

/s/ *Christopher J. Letkewicz*

Christopher J. Letkewicz

*Counsel for Plaintiff Cisco Systems, Inc.*

FRIED, FRANK, HARRIS,  
SHRIVER & JACOBSON  
LLP

/s/ *Rebecca L. Martin (with permission)*

Rebecca L. Martin

*Counsel for Defendant Synamedia Holdings Ltd.  
f/k/a Triton UK Bidco Limited*

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<sup>1</sup> These follow up discussions (attempted and otherwise) between Cisco and the Landlord did not include Synamedia. Accordingly, the summary of these discussions are based on the undersigned counsel for Cisco's knowledge and not Synamedia.